

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE CONTRACT REVIEW AND COST CONTAINMENT
CONTRACT NUMBER GSS10581CONTRACTREVIEW
ISSUED BY GOVERNMENT SUPPORT SERVICES**

I. Overview

Government Support Services (GSS) seeks Contract Review and Cost Containment. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§6902(1), 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Deadline for Receipt of Proposals
November 13, 2009

Notification of Awards
December 14, 2009

The proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format. Each proposal must be accompanied by a cover letter which briefly summarizes the proposing firm's interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. The state reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Service

The goal of this project is to ensure that the State of Delaware's vendors are properly managing their contracts and accounts, and that the negotiated prices are the actual prices charged. Additionally, the State intends to recover refunds from their vendors, if billing errors have occurred. During FY09, the State spent:

- \$3,214,733.66 with the awarded vendor(s) for office supplies
- \$1,281,650.84 with the awarded vendor(s) for electrical supplies
- \$1,838,318.09 with the awarded vendor(s) for laboratory supplies.

The State of Delaware is looking for a vendor to obtain refunds on overpayments, incorrect billing, and unapplied credits due for office, electrical and laboratory supply expenditures made by the State of Delaware for the period from supply contract award to June 30, 2009, or a negotiated period for review, not to exceed 5 years. It is understood that the services rendered will be on a **contingent fee** basis.

Any information provided by or obtained from agencies of the State of Delaware shall be used solely for the purposes herein contained and the awarded vendor(s) shall not disclose such information to any other party, without the written permission of the Director, Government Support Services.

The awarded vendor(s) shall:

1. Conduct a detailed review of vendor invoices, both electronic and hardcopy. Invoices will be from a credit card database and direct billing.
2. Identify and document any refunds or credits due for the State from the:
 - a. Office supply vendor no later than June 30, 2010.
 - b. Laboratory supply vendor no later than September 30, 2010.
 - c. Electrical supply vendor no later than December 31, 2010.
3. Actively pursue a refund or credit of overcharges found from vendors for the State.
4. Participate in discussions with supply vendor(s) of findings, periodically.

The following contracts are subject to this review:

LABORATORY SUPPLIES AND EQUIPMENT, CONTRACT NO. [07-026-SD](#)

OFFICE SUPPLIES, PRINTING SUPPLIES AND MULTIPURPOSE OFFICE PAPER,
CONTRACT NO. [07-489-MM](#)

ELECTRICAL SUPPLY, LAMPS AND BALLASTS, CONTRACT NO. [GSS491 – Electrical](#)

Other contracts may be added, as opportunities present themselves.

III. Proposal Procedures

A. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 3 copies in a sealed envelope conspicuously labeled "sealed proposal - State of Delaware – Contract Review and Cost Containment." The envelope should also contain the name, address and telephone number of the proposing firm. If delivered by mail, the proposal shall be enclosed in an "inner" enveloped labeled as indicated above.

All proposals must be delivered in person or by mail to:

Attention: William W. Pickrum
Deputy Director
Government Support Services
100 Enterprise Place, Suite # 4
Dover, DE 19904-8202

Any proposal submitted by mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than November 15, 2009. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

B. Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

IV. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information may result in rejection of the proposal in the sole discretion of the State:

A. Minimum Requirements

(1) Delaware business license:

Prior to receiving an award, the successful contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

(2) Professional liability insurance:

Provide evidence of professional liability

- a. Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- c. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Administrator, Government Support Services
Contract No. GSS10581CONTRACTREVIEW
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Note: The State of Delaware shall not be named as an additional insured.

B. BUSINESS REFERENCES:

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current

contact person.

5. **OTHER ITEMS:**

- a.) The offeror must supply resumes for the Project Manager and Project Leader.
- b.) Provide 3 examples of similar work.
- c.) Provide sample reports.
- d.) Two (2) years audited financial statements.

V. Evaluation Process

All proposals submitted in response to the RFP shall be reviewed by the Proposal Review Committee.

A. Proposal Review Committee

The Proposal Review Committee shall be comprised of (agency supplies members of review committee). The Committee shall determine the firms which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee shall interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the Director, Government Support Services, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful firm(s) in the best interests of the State of Delaware.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, in accordance with 29 Del. C. § 6986.

B. Proposal Selection Criteria

The Proposal Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The proposals all contain the essential information in which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the (Agency) and the Proposal Review Committee to be essential for use by the committee in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Review Committee's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the committee.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.
- Award a contract for a particular professional service to 2 or more firms if such an award is in the best interests of the State, according to 29 Del. C. § 6986.

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Committee to evaluate proposals:

Evaluation Item		Maximum Points
		<i>POINTS</i>
1.	The qualifications and experience of the persons to be assigned as the Project Manager and Project Lead.	20
2.	The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel and other resources.	10
3.	The approach to performing the tasks set forth in the Scope of Work. Thoroughness and completeness of the proposal relative to the requirements.	20
4.	The understanding of the problem; details of the offering; how you plan to meet the requirements of this RFP.	10
5.	Background and experience with similar projects.	5
6.	The resources, reputation, financial resources and years in business and references.	10
7.	The cost proposal or pricing structure.	20
8.	The management reports and reporting requirements.	5
	TOTAL SCORE	100

TOTAL POINTS

100 Points

VI. Contract Conditions

The firm awarded the contract under this RFP shall be subject to the following contractual provisions:

1. Term

The term of the contract between the successful firm and the State shall be for a period to expire December 31, 2010. The contract may be terminated by either party upon 60 days written notice. In the event the successful firm materially breaches any obligation under this Agreement, the State may terminate this Agreement upon thirty (30) days written notice.

2. Non-appropriation

In the event that the General Assembly fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated, as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

3. Notice

Any notice to the State required under this Agreement shall be sent by registered mail to:

Attention: William W. Pickrum
(Agency): Government Support Services
(Address): 100 Enterprise Place, Suite # 4
(City, State): Dover, DE 19904-8202

4. Formal contract and purchase order

The successful firm shall promptly execute a contract incorporating the terms of this RFP within ten (10) days after the award of the contract. No bidder is to begin any service prior to receipt of a State of Delaware purchase order, signed by an authorized representative of the agency requesting service, properly processed through the State of Delaware Accounting Office and Government Support Services. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful firm.

5. Indemnification

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the

firm's , its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

6. In performance of this contract the firm is required to comply with all applicable federal, state and local laws, ordinance, codes and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as provided in Delaware Code Title 30, Section 2502.

7. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

9. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor.

Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

10. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any

situation that may prevent performance under the terms and conditions of this contract.

11. EXCEPTIONS:

Offerors may elect to take minor exception to the terms and conditions of this RFP. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

12. Non-discrimination

In performing the services subject to this RFP the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

13. Covenant against contingent fees

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

14. Contract Documents

The RFP, the Purchase Order and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, RFP, and Purchase Order. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

15. Applicable Law

The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

16. Scope of Agreement

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

17. Document Execution

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov>.

18. Schedule for Performance of Work

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

19. Time of Performance

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

20. Contractor Responsibility

The State will enter into a contract with the successful contractor. The

successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

21. Publication, Reproduction and Use of Material

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Three (3) copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the offeror and labeled Insert Information. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining Insert Information copies do not require original signatures.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractor's offer to meet the requirements of the RFP. **DO NOT USE RING BINDERS.**

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

A copy of all Currency Transaction Reports (CTRs) must be retained for a period of five years from the date of the report (31 CFR 103.27 (a)(3)).

DELDOT

Record Retention

Every carrier must maintain records to support information reported on the quarterly tax return for a period of 4 years from the due date of the report or the date filed, whichever is later.

- Sarbanes-Oxley sections 103, 801(a) and 802 speak directly to **Records Retention**. Section 103 relates to **Audit Work Papers and Evidence**.

Sections 103 (a) and 801 (a) require public companies and registered public accounting firms to maintain **audit work papers**, documents that form the basis of an audit or review, and all information supporting conclusions for at least 7 years.

I. Executive Summary

As mandated by section 802 of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley Act" or "the Act"),¹ we are amending Regulation S-X to require accountants who audit or review an issuer's financial statements to retain certain records relevant to that audit or review. These records include workpapers and other documents that form the basis of the audit or review, and memoranda, correspondence, communications, other documents, and records (including electronic records), which are created, sent or received in connection with the audit or review, and contain conclusions, opinions, analyses, or financial data related to the audit or review. To coordinate with forthcoming auditing standards concerning the retention of audit documentation, the rule requires that these records be retained for seven years after the auditor concludes the audit or review of the financial statements, rather than the proposed period of five years from the end of the fiscal period in which an audit or review was concluded. As proposed,² the rule addresses the retention of records related to the audits and reviews of not only issuers' financial statements but also the financial statements of registered investment companies.

IRS

Note: Keep copies of your filed tax returns. They help in preparing future tax returns and making computations if you file an amended return.

1. You owe additional tax and situations (2), (3), and (4), below, do not apply to you; keep records for 3 years.
2. You do not report income that you should report, and it is more than 25% of the gross income shown on your return; keep records for 6 years.
3. You file a fraudulent return; keep records indefinitely.
4. You do not file a return; keep records indefinitely.
5. You file a claim for credit or refund* after you file your return; keep records for 3 years from the date you filed your original return or 2 years from the date you paid the tax, whichever is later.
6. You file a claim for a loss from worthless securities or bad debt deduction; keep records for 7 years.
7. Keep all employment tax records for at least 4 years after the date that the tax becomes due

or is paid, whichever is later.